UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

In re:		Case No.				
Deveris M Greenwood			CHAPTER 13 PLAN			
		_ X _O ₁	riginal	AMENDED		
	Debtor(s).	Date:	April 5, 2019			
I.	Disclosure of Nonstandard Provisions and Plan's Mod	lificatio	n of Secured Debt:			
	A. Does this plan contain any nonstandard provisions (cl	heck one	e)?			
	Yes Yes					
	X No B. Does this plan limit the amount of a secured claim bas	ed on a	valuation of the collate	eral for the claim		
	(check one)?	cu on a	valuation of the contact	erar for the claim		
	Yes					
	X No					
	C. Does this plan avoid a security interest or lien (check of	one)?				
	Yes No					
If the D	Debtor has either not indicated "yes" in the applicable section	on above	e or made no selection,	, any nonstandard provision or		
languag	ge in this plan purporting to limit the amount of a secured c	laim bas	sed on a valuation of th	he collateral or to avoid a security		
	or lien is void. Even if the Debtor indicated "no" in Section					
secured proceed	l claim based on a valuation of the collateral for the claim of	or avoid	a security interest or li	ien through a motion or an adversary		
F	8.					
II.	Means Test Result and Plan Duration:					
	Debtor is (check one):					
	X a below median income debtor with a 36 month an above median income debtor with a 60 month					
	an above median income debtor with a 60 month	т аррпса	iole communent perio	ou .		
of allov	an's length shall not be less than the Debtor's applicable cowed unsecured claims over a shorter period or is modified pength shall automatically be extended up to 60 months after	ost-con	firmation. If the Debto	or is below median income, then the		
pian s i	ength shall automatically be extended up to 60 months are	i the in	st payment is due if he	cessary to complete the plan		
1II.	Plan Payments to the Trustee:					
	later than 30 days after the order for relief, the Debtor sha	ll comm	ence making payment	s to the Trustee as follows:		
	A. AMOUNT: \$1,550.00					
	B. FREQUENCY (check one):					
	X Monthly					
	Twice per month Every two weeks					
	Weekly					
	C. TAX REFUNDS: The Debtor (check one):					
	commits all tax refunds to funding the plan.	Commit	ted refunds shall be par	id in addition to the plan payment		
	amount stated above.					
	X does not commit; all tax refunds to funding					
	D. PAYMENTS: Plan payments shall be deducted	irom the	e Debtor's wages unles	s otherwise agreed to by the Trustee		
	or ordered by the Court. E. OTHER:					

IV. Distribution of Plan Payments by the Trustee:

[Local Bankruptcy Form 13-4, eff. 12/17]

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Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcy law:

- A. ADMINISTRATIVE EXPENSES:
 - 1. Trustee. The percentage set pursuant to 28 USC §586(e).
 - 2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b).
 - 3. <u>The Debtor's Attorney's Fees</u>: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be \$ **4,000.00** . \$ **800.00** was paid prior to filing.

Approved attorney compensation shall be paid as follows (check one):

- a. X Prior to all creditors
- b. Monthly payments of \$
- c. __All remaining funds available after designated monthly payments to the following creditors: __.
- d. Other: .

If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C.

B. CURRENT DOMESTIC SUPPORT OBLIGATIONS:

Creditor	Monthly amount
-NONE-	\$

C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.

The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%.

For claims secured by personal property, the monthly payment amounts in the plan control.

For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X.

If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes.

1. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only by Security Interest in the Debtor's Principal Residence (Interest included in payments at contract rate, if applicable):

Ongoing Payments:

Rank	Monthly Payment		<u>Creditor</u>	Collateral
2	\$	1190.00	Konduar Capital	1915 S. Hosmer Street, Tacoma, WA 98405

Cure Payments:

Rank	Monthly <u>Payment</u>	Creditor	Collateral	Arrears to be <u>Cured</u>	Interest <u>Rate</u>
2	\$ 200.00	Konduar Capital	1915 S. Hosmer Street, Tacoma, WA 98405	\$ 11,500.00	0.00 %

2. Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by Real Property Other than the Debtor's Principal Residence:

[Local Bankruptcy Form 13-4, eff. 12/17]

Ongoing	Payments:	

Rank	g Payments: Monthly Payme - N	nt <u>Creditor</u>	<u>Co</u>	<u>llateral</u>		Interest Rate
Cure Pa	Monthly Payment	Creditor -NONE-	Colla	<u>teral</u>	Arrears to be Cured	Interest Rate
interest other pe pre-con	in any motor vehicle ersonal property acqui firmation adequate pri ion Monthly Payment	a. 910 Collated in acquired for the person red within one year protection payments sha	the allowed proof of the Debto receding the filing dall be paid by the Tru	f claim for a purchar within 910 days prate of the petition as	se-money security receding the filing date of the specified below. The Debte stated as the "Pre-Confirmate as specified below after the	or stipulates that ation Adequate
Rank	Monthly Payment	Creditor -NONE-	<u>Collater</u>	<u>al</u>	Pre-Confirmation Adequate Protection Monthly Payment \$	Interest Rate
a timely collater as the "	y objection to a proof al. The Debtor stipula Pre-Confirmation Ad	of claim or in an adve tes that pre-confirmat	in the proof of claim rsary proceeding, for ion adequate protect hthly Payment" or, if	a security interest in a security interest in a security interest in a security interest in a security interest in a security interest in a security interest in a security in a securit	provided in Section X or ord in personal property which is be paid by the Trustee in the ints stated as the "Monthly F	is non-910 e amounts stated
Rank	Monthly Payment	Creditor -NONE-	Debtor's Value of Collateral	<u>Collateral</u>	Pre-Confirmation Adequate Protection Monthly Payment \$	Interest
	E. NONPRIO secured, administrat The Trustee shall pa	S.C. § 507(a). RITY UNSECURED ive and priority unsec y filed and allowed not be a second of the control of the	CLAIMS: No funds ured creditors are pa onpriority unsecured	shall be paid to non id in full, provided to claims as follows (o	lowed claims entitled to price priority unsecured creditors that no claim shall be paid to check one):	s until all pefore it is due.
Rank	<u>Creditor</u> -NONE-	<u>Amour</u> \$	nt of Claim Pero	centage to be Paid	Reason for Special Cla	assification

Direct Payments to be made by the Debtor and not by the Trustee: V.

The following claims shall be paid directly by the Debtor according to the terms of the contract or support or withholding order, and [Local Bankruptcy Form 13-4, eff. 12/17]

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shall receive no payments from the Trustee. (Payment stated shall not bind any party.)

A. DIRECT PAYMENT OF DOMESTIC SUPPORT OBLIGATIONS:

-NONE-	Surrent Monthly States	upport Obligation Month	ly Arrearage Payment
В.	OTHER DIRECT PAYMENTS:		
Creditor -NONE-	Nature of Debt	Amount of Claim \$	Monthly Payment

VI. Secured Property Surrendered:

The secured property described below will be surrendered to the following named creditors on confirmation.

The Debtor requests that upon confirmation, each creditor (including successors and assigns) to which the Debtor is surrendering property pursuant to this section be granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) to enforce its security interest against the property including taking possession and sale.

Creditor -NONE- **Property to be Surrendered**

VII. Executory Contracts and Leases:

The Debtor will assume or reject executory contracts or unexpired leases as specified below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease -NONE-

Assumed or Rejected

VIII. Property of the Estate:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation. However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor post-petition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)

The liquidation value of the estate is \$_______. To obtain a discharge, the Debtor must pay the liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Under 11 U.S.C. \$\ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall be paid at the rate of ____ % per annum from the petition date (no interest shall be paid if left blank).

X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

[Local Bankruptcy Form 13-4, eff. 12/17]

By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

(Signature Page)

/s/ Thomas Brixius	/s/ Deveris M Greenwood	April 5, 2019
Thomas Brixius 40771	Deveris M Greenwood	Date
Attorney for Debtor(s)	DEBTOR	
April 5, 2019		
Date	DEBTOR	Date